



TIFFANY & BOSCO
P.A.

Dated: October 26, 2009

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A handwritten signature in black ink, appearing to read "George B. Nielsen, Jr.", is written over a horizontal line.

GEORGE B. NIELSEN, JR
U.S. Bankruptcy Judge

Mark S. Bosco
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Leonard J. McDonald
State Bar No. 014228
Attorneys for Movant

09-23285/1846384600

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

Allen Gibson and Naoko Gibson
Debtors.

Mortgage Electronic Registrations Systems, Inc., as
nominee for Chase Home Finance

Movant,

vs.

Allen Gibson and Naoko Gibson, Debtors, Roger
W. Brown, Trustee.

Respondents.

No. 2:09-bk-20920-GBN

Chapter 7

ORDER

(Related to Docket #13)

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated January 4, 2006 and recorded in the office of the
3 Maricopa County Recorder wherein Mortgage Electronic Registrations Systems, Inc., as nominee for
4 Chase Home Finance is the current beneficiary and Allen Gibson and Naoko Gibson have an interest in,
5 further described as:

6 Lot 16, PARKVIEW NORTH UNIT VI, according to Book 242 of Maps, page 45, records of
7 Maricopa County, Arizona.

8 Except all coal, oil gas and minerals and all uranium, thorium, or any other material which is or
9 may be determined to be peculiarly essential to the production of fissionable materials, whether or
10 not of commercial value, as reserved in Patent from United States of America

11 IT IS FURTHER ORDERED that Movant may contact the Debtor(s) by telephone or written
12 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
13 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
14 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
15 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

16 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
17 to which the Debtor may convert.

18 DATED this ____ day of _____, 2009.

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20 _____
21 JUDGE OF THE U.S. BANKRUPTCY COURT
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